

SPECIAL CONDITIONS OF TENDER

One Proposal per phase:

Tenderers shall provide two separate proposals, one for each phase. The Proposal for Phase 2 shall be updated before the end of Phase 1 and the Ceiling Price for Phase 2 converted into a Fixed Price.

INTRODUCTION

For the purposes of this Invitation to Tender (“the ITT”), the Agency’s “General Conditions of Tender for ESA Contracts (Annex IV to the ESA Procurement Regulations ESA/REG/001, rev 4)”, available on: <http://emits.sso.esa.int/emits/owa/emits.main> under "Reference Documentation" ---> "Administrative Documents" and referred to as the General Conditions of Tender (“the GCT”), shall apply as specified, amended or supplemented by these Special Conditions of Tender (“the SCT”). In the event of conflict between the GCT and the SCT, the SCT shall prevail.

This document contains references to the “General Clauses and Conditions for ESA Contracts” (in its version identified in the ITT) available on:

<http://emits.sso.esa.int/emits/owa/emits.main> under "Reference Documentation" ---> "Administrative Documents" and referred to as the General Conditions of Contracts (“the GCC”).

The GCT are composed of the following parts:

- Part 1: General Conditions for participating in a tender,
- Part 2: General Conditions for the presentation and submission of tenders,
- Part 3: General Conditions for the contents of a tender.

Part 1: GENERAL CONDITIONS FOR PARTICIPATING IN A TENDER

Part 1 of the GCT shall apply in full and be strictly complied with.

Part 1 of the GCT stems directly from the Agency’s Procurement Regulations regarding the eligibility of economic operators to participate in a tendering procedure and the obligation to satisfy information and registration requirements.

The latest information on the registration process is now found in the ESA Industry Portal at the following address:

http://www.esa.int/About_Us/Business_with_ESA/How_to_do/esa-star_Registration_Process

Part 2: GENERAL CONDITIONS FOR THE PRESENTATION AND SUBMISSION OF TENDERS

Part 2 of the GCT applies subject to the amendments/additions contained in the sections below (numbering and referencing as per Part 2 of the GCT) :

A. General standards of presentation

Part 2A of the GCT is applicable with the following amendments:

Length of Tender documents

As a rough guideline, the length of tender documents shall not exceed:

<u>MAX N. OF PAGES</u>	<u>CONTRACTUAL PRICE</u>
50	below 200 K€
75	200-500 K€
100	above 500K€

The quoted number of pages does not include standard company information or brochures which the tenderer wishes to append to demonstrate its background and experience.

Language of Tender

The tender and all correspondence relating to it shall be in English language.

B. Formal conditions, commitments, undertakings

Part 2B of the GCT is applicable with the following amendment(s):

- 5 : “Validity Period of the Tender”:
For this particular tender, the validity period of the tender shall be of 6 months.
- 12 : “Responsiveness of the Tender” :
Replaced by Part 3 section 1 of the present document.
- 13 : “Use of Test Facilities”:
Does not apply.

C. Conditions relating to intellectual property rights (IPR)

Replaced by Part 3 section 7.3 of the present document.

D. Conditions relating to Export/Import licences/authorisations and related Documentation

Replaced by Part 3 section 7.4 of the present document.

E. Conditions relating to subcontracts

Part 2E of the GCT is applicable with the following amendment(s):

For the purpose of this ITT, it is not required to place subcontracts on a competitive basis. The Agency does not intend to participate in subcontractor evaluation.

F. Amendments to documents and communications

Part 2F of the GCT is applicable with the following amendments:

Requests for clarification and/or closing date extension shall be submitted by the Tenderer exclusively via the dedicated functionality in the “esa-star” system.

G. Dispatch and receipt conditions

Part 2G of the GCT is replaced by the following requirements:

Tenders shall be submitted, before the closing date and time, exclusively in electronic format via the “esa-star” system as per the instructions contained in the ITT/RFQ Cover Letter, and in the SCT.

Tenderers are invited to refer to the tutorial “Offer Preparation and Submission” that is available under :
http://www.esa.int/spaceinvideos/Videos/2016/03/Offer_Preparation_and_Submission

Furthermore, the Annex 4 of the SCT contains important considerations related to “esa-star” that Tenderers are invited to take into consideration when preparing and submitting their tender :It contains, in particular, the requirements to be strictly followed in case of problem being encountered with “esa-star”.

Tenderers are reminded that the “esa-star” system does not allow the submission of tenders after the closing date and time.

H. Non benefits requirements

Part 2H of the GCT is applicable.

I. Conditions relating to security screening of Tenderers personnel

Part 2I of the GCT is not applicable to this tender as its purpose is not the provision of on-site personnel on ESA establishments, sites or stations.

Part 3: GENERAL CONDITIONS FOR THE CONTENTS OF A TENDER

Part 3 of the GCT is fully replaced by the sections below (subject to some very limited cases of explicit cross references).

While the Tenderer is invited to consult the said Part 3 and the Annexes to the GCT for background information, the present section is meant to provide Tenderers, to the maximum possible extent, with a complete set of tender requirements to be addressed in each part of their tender.

1- Cover letter

The tender cover letter should not go into details but should be a brief introduction to the contents of the tender as a whole.

The cover letter of the tender must contain the information stipulated in the checklist here below.

Checklist for cover letter contents

- Very brief summary of the key points of the tender, explaining the contents and the layout of the tender with traceability of the tender versus the Agency's ITT/RFQ and identification of the major critical areas of the activity.
- Annexes: Additional information related to the tender (see templates in Annex 1 to the SCT):
 - Table i) – Tendering Team and Price Breakdown Information,
 - Table ii) – Geographical Distribution within Tendering Team,
 - Table iii) – Contact Details, Representatives.

2- Declaration of Compliance and Key Acceptance Factors

In the “esa-star” process of tender submission, it is compulsory for the Tenderers to make declarations related to compliances and to Key Acceptance Factors.

With regard to the “Declaration of Compliance” to be submitted in “esa-star” (mirrored in Annex 2 of the SCT), the Tenderer will have to provide the corresponding statements of compliance or deviation. The Tenderer's attention is drawn to the following:

- any compliance statement or justification for partial compliance referred to in such Declaration that would be contradicted by the detailed content of the tender, may lead to significant down-marking in the evaluation of the tender.

With regard to the declarations related to “Key Acceptance Factors”, to be submitted in “esa-star” (mirrored in Annex 2 of the SCT) the Tenderer will have to provide, in the dedicated section of “esa-star”, the corresponding statements of compliance. The Tenderer's attention is drawn to the following:

- if the analysis of the full tender reveals that the tender is not in line with any of the declarations given in the “Key Acceptance Factors” section, the tender will be excluded from further evaluation.

3- Technical proposal

- 3.1 The Tenderer shall submit a statement of compliance to the ESA Statement of Work, clearly defining any proposed deviation with the relevant justification in matrix form.
- 3.2 The Tenderer shall provide an introduction showing his understanding of the technical requirements and shall outline the main problems and his proposed solutions to solve them. Comments on the work activities as specified are invited.
- 3.3 The Tenderer shall submit a detailed first elaboration, as far as practicable, of the activities described in the Statement of Work, including if possible the selection of a preferred concept, together with the technical evidence of its validity in terms of feasibility and development risk. Mere repetition of the Agency's requirements should be avoided.
- 3.4 The Tenderer shall submit a study plan, in the form of a flow chart, showing the logic of the envisaged work to be undertaken.

- 3.5 If the Tenderer intends to make use of Background Intellectual Property (1) or Third Party Products/Rights, the tender shall explain the rationale for this choice in technical terms. The impact of this approach on the technical activities and resulting products - as well as their usage – shall be indicated. (see also section 7.3 below).

In addition to responding to the technical requirements, the Phase 1 and Phase 2 proposals shall specifically include the following:

3.6 As part of the Phase 1 proposal:

3.6.1 Visual representation of the prototype user interface / look and feel to be provided.

3.6.2 Diagram of the logic for navigation through eoMALL.

3.6 As part of the updated Phase 2 proposal (to be delivered before the end of Phase 1): the prototype demonstration to be accessible via URL.

4- Management & Administrative proposal

- 4.1 The Tenderer shall present the participating company(ies) and their organisational structure including key company details such as number of employees, turnover and ownership.

The Tenderer shall also describe the background of the companies and the relevant experience that the bidding team has for the performance of the work.

In case any company of the bidding team has been involved in relevant ESA contracts, the Tenderer shall provide a summary description of the direct and indirect results achieved through such activities and lessons learned.

4.2 Organisation and Management of the activity

- 4.2.1 The Tenderer shall present the project team and the structure of the project organisation, and where it is proposed to subcontract part of the work, the structure of the industrial group. Lines of communication and reporting, and means for settling disagreements shall be described.

- 4.2.2 The Tenderer shall provide a statement of compliance with the management requirements of the ITT. The Tenderer shall present his management plans, policies and procedures for this activity including a description of the management control organisation, the procedures that will be used to exercise control over the project and the proposed subcontracting control (if any).

4.3 Facilities

The Tenderer shall submit a brief description of all facilities which are proposed to be used for the work offered, including those facilities which are still to be developed/built and/or purchased, with a statement whether the costs of developing/ building/purchasing the facility are to be directly or indirectly charged to the Contract. Modifications to existing facilities are also to be described. For this purpose facilities may include, as applicable, hardware, computer software, manufacturing, test equipment, production and integration lines, service centres and infrastructures hosting the user communities.

The Tenderer shall also describe what means of access to information resources it has, if these are required for the work proposed.

Where tests are requested or proposed the Bidder shall be responsible for the procurement of the test facilities and for managing the related contract(s). The cost for the use of the test facilities shall be included in the quoted price. The Tenderer shall, where applicable, supply the following information:

- Identification of proposed/selected test facilities;

1 Background Intellectual Property is defined in the General Clauses and Conditions for ESA Contracts as all Intellectual Property Rights not developed under contract with the Agency either prior to or during execution of the Contract, which are used by the Contractor and/or the Agency to complete the Contract or required for the use of any product, application or result of the Contract

- Verification of compatibility of test requirements with facility capabilities;
- Availability of facility; and
- Identification of possible back-up facilities.

4.4 Key Personnel

Key personnel are defined as persons who, because of their individual qualifications and positions are proposed for the work and indicated as such in the Tenderer's Organisation Breakdown Structure ("OBS" for further information on OBS concept please see GCT Annex C item C).

The provisions of Clause 9 of the GCC as amended in the Draft Contract shall apply to all key personnel.

For each key person identified, the Tenderer shall:

1. Provide a comprehensive curriculum vitae, giving in particular the work experience of the person concerned, a brief description of the person's present job and responsibilities and the precise assignment of the person to the present activity;
2. Indicate his position in the Tenderer's organisation and his role in the project;
3. Provide the average percentage of his/her total working time the key personnel will dedicate to the present activity;
4. Provide the number of man-hours dedicated by each key personnel broken down per Work Package.

In addition to responding to the technical requirements, the Phase 1 and Phase 2 proposals shall specifically include the following:

4.5 **As part of the Phase 1 proposal:**

The Tenderer shall describe the management process for Phase 2 and attach applicable documentation.

4.6 **For Phases 1 and 2, the Agency would expect that the Tenderer includes in the tendering team:**

- a) **at least one Key Person who has extensive experience with creative website design;**
- b) **at least one Key Person familiar with Earth Observation applications.**

5- **Implementation proposal**

5.1 Planning

The expected total duration of the contract is 9 weeks for Phase 1 and 21 months for Phase 2.

The Tenderer is encouraged to evaluate the requested schedule and justify any deviation.

The Tenderer shall submit his planning proposal in accordance with Annex D of the GCT (section F points 1 and 2, in the form of a Gantt chart).

The Gantt chart shall duly reflect the relevant Work Package title and number as per Work Breakdown Structure and Work Packages Description.

In establishing his planning, the Tenderer shall take account of the need of the Agency to review and/or approve intermediate deliverables and shall include sufficient time for the Agency to do so.

The Tenderer shall identify the schedule planning constraints and assumptions on which the proposed schedule is based.

The Tenderer is informed that the final documentation of the results achieved during the activity may be coordinated with other presentations and that it, as a consequence, might be scheduled after the end of the activity.

5.2 List of Deliverable Items

The bid shall contain a List of Deliverables items that are to be delivered under a resulting contract. The List of Deliverable, items shall be grouped in Hardware, Software, and Documentation, indicating how many copies or units will be delivered of each item. For software, the offer shall indicate in which format it will be delivered and if any licenses/third party licenses (and what licenses) will be delivered to ESA.

5.3 WBS (for Phase 2 only)

A management section showing a suitable Work Breakdown Structure (“WBS” see Annex D point D of the GCT for background information) and explaining how the work will be managed with details of the previous relevant experience of the Tenderer’s and any of his subcontractors’ proposed staff and their position in this Contract shall be provided. The team build-up and structure shall be defined.

For each Work Package, the Tenderer shall clearly specify:

- The Work Package inputs and outputs,
- The responsible entity and person(s),
- The start date and end date,
- The required effort.

Duly completed Work Package descriptions (PSS A20) for each Work Package shall be provided. The following shall be shown for each Work Package: title, Work Package identification, company assignment, duration, start-event, end criteria, the responsible manager, objectives of the Work Package, input needed from the Agency, tasks to be performed, output to be produced and, in particular, planned effort for the Work Package in man-hours.

6- Financial proposal

6.1 Cost Price Data

6.1.1 The following PSS forms (issue 5) are available on EMITS <http://emits.sso.esa.int/emits/owa/emits.main> under “Reference Documentation” → “Administrative Documents” → PSS Forms. They shall be completed and signed for the Prime Contractor and for each Subcontractor proposed, per company and per phase and for the total study/development programme:

- PSS A1
- PSS A2
- PSS A8

6.1.2 The fee (profit) is presented on line 9 of the Company Price Breakdown Form PSS A2 (Issue 5) and shall not exceed (8) % of the Total Company Cost shown on line 8, which excludes the base value of 3.5b. Subcontractor Prices are not considered own company cost and being already inclusive of profit, are shown on line 13 of the PSS A2 (Issue 5).

6.1.3 The price types applicable are: Firm Fixed Price for Phase 1, Ceiling Price to be converted into a Fixed Price for Phase 2 and Fixed Unit Price within a Maximum Price for possible small improvements to be released via Contract Change Notice(s).

6.1.4 The Agency has earmarked for these activities a budget of:

- 15,000 EURO - Firm Fixed Price for each of the three selected companies for Phase 1;
- 275,000 EURO - Ceiling Price to be converted into a Fixed Price for Phase 2;
- 30,000 EURO - Maximum Price for possible small improvements to be released via Contract Change Notice(s).

Consequently, please note that only proposals quoting prices in EURO within these limits will be considered for evaluation.

6.1.5 The ongoing yearly cost of provision of the eoMALL as a service beyond Phase 2 shall be quoted as part of the Phase 2 proposal.

6.1.6 The Tenderer shall submit a summary table showing the price in EURO per company and for the total.

6.1.7 The Tenderer shall indicate whether licences of Intellectual Property Rights owned by any Third Party are to be purchased for the execution of the activity. The fees of these licences shall be included in the total price and itemised in Exhibit A to the PSS-A2 form.

6.1.8 Currency and conversion rates:

It is a binding requirement that tenders be presented in EURO.

The Agency will NOT enter into negotiations which are aimed at adjusting the prices proposed in order to account for fluctuations in exchange rates for companies in countries not participating in the EURO.

Should the countries to which the Tenderer or proposed subcontractors belong adopt the EURO following submission of the tender, the applicable conversion rates shall be those adopted then by the appropriate European Authorities.

For any Tenderer or proposed Subcontractor located in non-EURO countries, the exchange rate shall be stated on the PSS forms and shall be clearly explained in the Exhibit to form PSS-A2 and any other factors (e.g. hedging costs, forward buying rates, etc.) used for the purpose of their calculation shall be indicated.

6.1.9 Quotations free of taxes and customs duties:

Prices shall be quoted free of taxes and customs duties. In cases where the Tenderer considers that he will remain subject to the payment of taxes or customs duties, he shall indicate separately the applicable rates, the corresponding estimated total tax or customs duty amount, and the reason why he believes exemption from tax or customs duties cannot be obtained. Attention is drawn to Clause 29 of the GCC.

The Tenderer is reminded that if a Prime is entitled to a VAT exemption form from ESA (or similar procedure) it is only the Prime which will have the benefit of the VAT exemption, and not the subcontractors. All subcontractors invoices should be addressed to the prime and must include VAT or any other taxes or duties required by the relevant national rules for the companies involved. Any VAT costs which are payable under such subcontracts shall not be included in the price charged to ESA.

6.1.10 Royalties and licence fees:

The Agency will only accept to pay licence fees or royalties on the condition that:

- They are clearly identified in the tender with the financial basis for their calculation, method of application and total amount (see also 5.1.6 above) and,
- They are demonstrated to be of direct and necessary benefit to the work to be performed,
- They are not merely the consequence of a general agreement or commitment to a third party,
- They are applied only to that part of the effort to be performed by a contractor or subcontractor that is directly related to the subject matter of the licence or royalty agreement.

A copy of the documents justifying the request for the payment of a licence fee or royalty, or the appropriate part thereof, may be requested at any time during the evaluation or negotiation phases.

6.2 Payments

The Tenderer shall propose a Milestone Payment Plan (MPP), broken down per phase if applicable, in the form shown in the relevant appendix of the Draft Contract.

The rules governing payments are laid down in Article 3 of the draft Contract and Clause 28 of the GCC.

These rules shall be adhered to. When preparing the proposed payment profile, the following guidelines should also be taken into account:

- An advance payment is not granted automatically, it is required to demonstrate a significant need for cash disbursement at the beginning of the execution of the contract.

Nevertheless, whenever an SME (as per definition in <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>) is involved as prime or subcontractor, it shall be entitled to a 35% advance payment irrespective of any cash disbursement needs.

The Tenderer shall keep in its files, for possible review by the Agency, the corresponding SME self-certification(s) submitted by any member of its tendering team. The self-certification(s) have to be provided on letterhead of the corresponding entity as per model hereunder:

*"I confirm that the company I am representing satisfies all the criteria for SME qualification as per definition given in the recommendation 2003/361/EC of the European Commission."
 [+ date, name and signature of authorised representative]*

- The final payment milestone shall not be less than 10% of the contract price.

All claims for payment shall be linked to the achievement of defined schedule milestones. These milestones are to be in the form of significant events in the programme to be selected on the basis of providing a check point for progress in the work performed.

Examples of such milestones are the satisfactory completion of Design Reviews, satisfactory completion of tests, hardware deliveries, acceptance of produced documentation, etc.. It should be noted that the commencement of an activity is not deemed to be a suitable milestone.

Please also note that a milestone payment plan, broken down by subcontractor, is also requested (if applicable). In establishing the payment plan, the Tenderer shall comply with the conditions shown in the draft contract payment plan and in the present conditions.

The proposed milestone(s) should reflect the “economic reality” of the project (i.e. the monetary value of the technical achievement).

6.3 Travel and Subsistence Plan

The travel and subsistence plan for each participating entity shall be provided as part of the Exhibit B of its PSS A2 form.

7- **Contractual proposal**

7.1 Compliance with contract conditions

The Tenderer shall explicitly state that the contract conditions have been read, are understood and accepted, and that any sales conditions of his own do not apply. In case, exceptionally, that he wishes to propose modifications or amendments, the full text of such modifications or amendments shall be given and the reasons for their being requested shall be clearly explained.

Any proposed modifications or amendments to the contract conditions will be taken into account in the evaluation.

Acceptance of a tender containing reservations, or proposed modifications or amendments is not construed as acceptance of these, unless and until such modifications or amendments are confirmed in a contract. Any proposed modifications or amendments to the contract conditions shall either be rejected by the Agency or shall be the subject to negotiation prior to award of the contract.

7.2 Insurance waiver

Tenderers are encouraged to discuss with their insurance company to obtain a waiver of subrogation rights from the insurers (foreseen in Clause 18.1.3 of the GCC). This waiver will be available on the side of ESA in case of reciprocity.

Failure to present such a waiver at a potential contract signature will result in a hold harmless agreement between the parties in accordance with Clause 18.1.6 of the GCC.

The Tenderer shall state whether such a waiver will be available at a potential contract signature.

7.3 Statement concerning the use of existing intellectual property rights of the Tenderer and third party commitments

The Tenderer shall confirm that no use of Background Intellectual Property Rights (BIPR) and Third Party Products shall be made. “Third Party Product” is any software, (e.g. proprietary software or open source software, including also but not limited to software tools, libraries, code, designs, etc.) and associated items for which the Agency does not have the full usage, exploitation and distribution rights. For the avoidance of doubt, Third Party Product shall include also any existing software and associated items of the Contractor or of his Sub-Contractors.

7.4 Statement relating to Export/Import licences/authorisations and related documentation

The Tenderer shall address in the contractual proposal any particular conditions related to Export/Import licences/authorisations and related documentation.

The Tenderer shall indicate any export or import restrictions that any member of the tendering team may be subject to in accordance with national legislation and state the necessary licences, authorisations or preliminary authorisations and related documentation:

- obtained in order to submit the tender; and/or
- will need to be obtained prior to placing of the Contract; and/or,
- will need to be obtained for the implementation of the Contract.

List of Annexes to the present SCT

ANNEX 1: Additional information related to the tender

- **Table i): Tendering Team and Price Breakdown Information**
- **Table ii): Geographical Distribution within Tendering Team**
- **Table iii): Contact Details, Representatives**

ANNEX 2: Declarations to be provided as part of the tender submission

- **Declaration of Compliance**
- **Key Acceptance Factors**

ANNEX 3: Evaluation Criteria and Weighting Factors

ANNEX 4: Important Considerations related to “esa-star”

ANNEX 1: Additional information related to the tender

The information hereunder is to be contained in Annex to the tender cover letter.

TABLE i) - Tendering Team and Price Breakdown Information :

	Prime Contractor	Subcontractor 1	Subcontractor 2
Economic Operator Complete Name and Legal Nature ⁽²⁾			
SME (indicate YES or NO)			
Large Space Integrator (indicate YES or NO) ⁽³⁾			
ESA Entity Code (1000xxxxx) ⁴			
Country (ISO code)			
Price Type			
Currency			
Price for Phase 1			
Price for Phase 2			
Total Price Tenderer / subcontractor(s)			
Price for any Options			
GRAND TOTAL Phase 1			
GRAND TOTAL Phase 2			
GRAND TOTAL Phases 1 + 2			

² Specify here the type of business entity to which the company belongs (e.g Limited Company, Société Anonyme, AG etc)

³ According to registration with the Agency

⁴ The ESA Entity Code corresponds to the esa-p Vendor Code

TABLE ii) - Geographical Distribution within Tendering Team
(for Tenderer and subcontractors only, not for suppliers)

Country (2-letter ISO code)	Percentage of total amount %		
	Phase 1	Phase 2	Total
country 1	xx %	xx %	xx %
country 2	xx %	xx %	xx %
country 3	xx %	xx %	xx %

TABLE iii) - Contact Details, Representatives

For the Tenderer:

Contact person to whom all communication related to the tender should be addressed	Name: Telephone nr.: Fax nr.: Email address: Postal address:	
Author(s) of the tender	Name: Job Title:	
Person who will be responsible for the Technical management of any resulting contract, and who would be nominated as such in the contract:	Name: Telephone nr.: Fax nr.: Email address: Postal address:	
Person who will be responsible for the Contractual management of any resulting contract, and who would be nominated as such in the contract:	Name: Telephone nr.: Fax nr.: Email address: Postal address:	



Person that will sign any resulting contract	Name:	
	Job Title:	

For each subcontractor:

Name of subcontractor	Name:	
	Address:	
Contact person for the purposes of their bid to the prime contractor	Name:	
	Telephone nr.:	
	Fax nr.:	
	Email address:	

ANNEX 2: Declarations to be provided as part of the tender submission

Declaration of Compliance

When submitting your tender in “esa-star”, in the section “Declaration of Compliance” you will be prompted to declare if your tender fulfils each of the following declarations. In case of non-compliance or partial compliance you will be prompted to provide, in the corresponding dialog box, the corresponding justification(s).

	For each declaration state if compliant, partly compliant or non-compliant (and provide justification)
The information provided to ESA for entity registration (individually for all entities involved in the tender) has been updated in the last 12 months.	
With regard to the technical requirements of the ITT/RFQ, the Tender is:	
The technical proposal is free from any plagiarism. When use is made of material being quotations or citations from existing public literature such use is clearly indicated and due reference indications (source and author) are provided.	
With regard to the managerial requirements of the ITT/RFQ, the Tender is:	
With regard to the financial requirements of the ITT/RFQ, the Tender is:	
With regard to the contract conditions of the ITT/RFQ (please refer to the draft contract and to the present Special Conditions of Tender - Part 3 - section 7.1) the Tender is:	
With regard to the IPR requirements of the ITT/RFQ (please refer to the present Special Conditions of Tender - Part 3 - section 7.3) the Tender is:	
With regard to the Export/Import requirements of the ITT/RFQ (please refer to the present Special Conditions of Tender - Part 3 - section 7.4) the Tender is:	
With regard to the Agency's Right of Audit (GCT Part 2 B7) , the Tender is:	

Key Acceptance Factors

When submitting your tender in “esa-star”, in the section “Key Acceptance Factors” you will be prompted to declare that your tender fulfils each of the following key acceptance factors.

The tender will be excluded from further evaluation if it turns out that it is not in line with any of the declarations given at the time of tender submission.

	<u>Mandatory baseline KAF:</u>
1	The Tenderer and any subcontractor(s) satisfy/ies the qualification requirements established under Part 1 A “ Eligibility requirements” paragraph s b) to i) of the Agency’s General Conditions of Tender (see Part 2B-1 of the GCT).
2	The Tenderer confirms, on its behalf and on behalf of its subcontractors, to be compliant with the requirements listed in the “Certification of Free Competition” (see Part 2-B1 of the GCT).
3	The Tenderer confirms, on its behalf and on behalf of its subcontractors, to be compliant with the requirements listed in the “Certification of non-benefit” (see Part 2H of the GCT).
4	The Tenderer confirms, on its behalf and on behalf of its subcontractors, the acceptance of the conditions listed in the “Non commitment of the Agency” (see Part 2B-11 of the GCT).
5	The tender cover letter and the tender contain binding prices.
6	The tender cover letter and the tender contain price types compliant with the one requested in the ITT.
7	Number): The tender is compliant with the budgetary limits applicable to the tender (see Section 6 of the Cover Letter).
8	The tender cover letter contains a confirmation that the validity period is 6 months from the date of tender submission with implicit extensions as per Article 37 points 3 &4 of the Procurement Regulations ESA/REG/001.
9	The tender contains a technical description.
10	The Tender cover letter is signed by authorised representative(s) of the Tenderer.

ANNEX 3 : Evaluation Criteria and Weighting Factors

1. First ITT (subject ITT in open competition):

In evaluating the tender(s) (for Phase 1 and Phase 2) received in response to the subject ITT, ESA will use the following Evaluation Criteria and Weighting Factors:

No.	Evaluation Criterion	Weighting Factor
1.	Background and experience (general and related to the particular field concerned) of the company (ies) and staff (including adequacy of proposed facilities)	20%
2.	Understanding of the requirements and objectives	20%
3.	Quality, Innovation and suitability of proposed solution ; adequacy of engineering approach	40%
4.	Adequacy of management, costing and planning for the execution of the work	10%
5.	Compliance with administrative tender conditions and acceptance of contract conditions	10%

2. Second ITT (restricted competition with the 3 companies selected for Phase 1):

In evaluating the updated tender(s) (for Phase 2) received in response to the second ITT issued at the end of Phase 1, ESA will use the following Evaluation Criteria and Weighting Factors:

No.	Evaluation Criterion	Weighting Factor
1.	Prototype delivered under Phase 1	25%
2.	Background and experience (general and related to the particular field concerned) of the company (ies) and staff (including adequacy of proposed facilities)	20%
3.	Quality, Innovation and suitability of proposed solution ; adequacy of engineering approach	25%
4.	Adequacy of management, costing and planning for the execution of the work	20%
5.	Compliance with administrative tender conditions and acceptance of contract conditions	10%

ANNEX 4 : Important Considerations related to “esa-star”

The following requirements apply with regards to files to be uploaded to “esa-star”:

- the tender documents , duly signed when required, shall be submitted in pdf format containing no dynamic content. (i.e. no animations)
- if so required by the Agency, specific tender components (i.e. PSS forms, planning charts, etc.) may have to be also uploaded, in addition, in their native format
- only unencrypted files, which are not password protected can be uploaded. (the Agency ensures that files are encrypted after upload to esa-star).
- Maximum file size is 250 MB per file.

“esa-star” is optimised and its functionalities are certified for use with MS Internet Explorer 11 (MS IE11). Other web browsers may work but the Agency declines any responsibility in case Tenderers choose to use a different type of web browser. Problems deriving from the use of web browsers other than MS IE11 will under no circumstances be considered as an extenuating reason in the Tenderer' s favour during the tender submission process or any other situation or transaction within the system where time is of the essence (e.g. an ITT/RFQ closing date / time).

In order to understand and characterise the behaviour of own network and/or internet connection facilities and software (web browsers, etc.) with regard to “esa-star”, the Tenderers are strongly invited to make use of “esa-star” 's "Upload", "Submit" and "Recall" functionalities, whether using actual (draft) proposals or "dummy" material, well ahead of the RFQ/ITT actual closing date and time.

When submitting the tender, due consideration should be taken of the fact that the speed of response of the internet connection to “esa-star” may be slower the more the closing time approaches.

The HelpDesk function “ID Help” provided by the Agency is available, Monday through Friday, from 08:00 to 18:00. ID Help shall be preferably contacted by phone +39 06 941 80700, the email idhelp@esa.int being only a back-up contact possibility. When contacting ID Help to open tickets relative to technical problems with “esa-star”, the Tenderers are strongly advised to take into due account the following elements:

- there may be waiting queues before phone calls or e-mails are taken into charge,
- there may be additional waiting time for a ticket to be opened and queued for action,
- issues require a certain time of investigation before they can be solved.

In view of the previous points, Tenderers are strongly invited to adequately plan the submission of their tender through “esa-star”, making allowance for the submission process itself, the possible need to contact ID Help and the time needed by ID Help to analyse and solve an issue. The Agency will not consider network speed / latency or ID Help normal response times as extenuating reasons in regard to an ITT/RFQ closing date/time.

Tenderers finding the ESA-STAR system technically not operational at the time of tender submission shall immediately contact ID Help by phone (+39 06 941 80700) for assistance, and shall abstain from directly contacting the responsible Contracts Officer.

- ID Help will analyse the issue, ultimately determine whether or not, “esa-star” can be objectively considered as "technically not operational", and therefore be in a position to conclude if the issue cannot be resolved by technical means before the RFQ/ITT closing date,
- in such cases ID Help will request a process related intervention under the lead of the responsible Contracts Officer who, on the basis of the information provided by ID Help, will define an appropriate process approach (i.e. upload on behalf of the Tenderer, limited extension of the closing date, etc.) and inform accordingly the Tenderer(s).

“esa-star” being the default means for submitting tenders to the Agency, Tenderers shall not, unless explicitly instructed to do so by the responsible Contracts Officer, submit a tender through different means than “esa-star”.

Tenders declared not admissible by the Tender Opening Board shall remain locked in “esa-star” and shall not be made available to Tender Evaluation Board members.